

NOTICE TO PROPOSERS

Sealed proposals, in duplicate marked "**GOLF CARTS**", will be received at the office of the City Secretary, City of Deer Park City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m. on Monday, March 26, 2012** at which time the proposals are to be opened and publicly read in the Council Chambers at 2:00 p.m. (per Council Chambers clock):

The City of Deer Park does not accept emailed or faxed proposals.

Proposals are to be submitted on bidders own forms including name of bidder, contact and telephone number. The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated this 2nd day of March, 2012.

A handwritten signature in cursive script, reading "Sandra Watkins".

Sandra Watkins, TRMC, CMC
City Secretary
City of Deer Park, Texas

**City of Deer Park
General Conditions of Bidding**

**NOTICE: FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT
IN BID BEING DISQUALIFIED.**

1. BIDDING

- A. All bids must be on blank form furnished by the City of Deer Park, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids must be filed in duplicate and both copies must be manually signed.
- B. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
- C. No change in price will be considered after bids have been opened.
- D. Cash discounts **will not** be considered in the award of bids, and all quotations must be on a net basis.
- E. This proposal must not be altered. Any erasure or alternation of figures may invalidate the bid on the item on which the erasure or alternation is made.
- F. Quotations **will not** be considered in cases where bidder quotes more than one price on an item, except where alternate bids are expressly called for.
- G. All bids are for delivery no later than the time stated in the specifications. F.O.B the point of delivery stated in the specifications and/or the bid form.
- H. Bidders are invited to be present at the opening of the bids. After opening the bids, bids may be inspected in the Finance/Purchasing office.
- I. Duplicate copies of bids are customarily referred to the Purchasing Coordinator for recommendations to the City Manager. Wherever possible, such recommendations will be made in time to permit City Council to make award at the meeting next succeeding that in which bids were opened and read.

2. TAXES

- A. The City of Deer Park is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms, and the Purchasing Coordinator, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD

- A. The City of Deer Park reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose

for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

- B. Unless otherwise specified, the City of Deer Park reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.
- C. Pursuant to Sec. 252.043 of the Texas Local Government Code, the City of Deer Park reserves the right to award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider:
 - (1) the purchase price;
 - (2) the reputation of the bidder and of the bidder's goods or services;
 - (3) the quality of the bidder's goods or services;
 - (4) the extent to which the goods or services meet the municipality's needs;
 - (5) the bidder's past relationship with the municipality;
 - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in the request for bids or proposals.

4. DELIVERIES

- A. Unless otherwise stated in the Bid form or specifications, deliveries must consist only of new and unused merchandise.
- B. Full tare must be allowed and no charges made for packages.
- C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City of Deer Park reserves the right to purchase said supplies in the open market and charge the difference, if any, to the account of the Contractor.

5. REJECTIONS

- A. Articles not in accordance with samples and specifications must be removed by the bidder and at their expense. All disputes concerning quality of supplies or equipment delivered under this proposal will be determined by the Purchasing Coordinator or their designated representative.

- B. All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Departments samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Coordinator who shall have the right to reject the whole or any part of the same.

6. BILLING

- A. All bills are subject to the approval of the Purchasing Coordinator.

7. PATENTS

- B. The contractor agrees to indemnify and save harmless the City of Deer Park, the Purchasing Coordinator, and their assistants from all suits and actions of every nature and description brought against them or any other named city representative, for or on account of the use of patented appliances, products or processes and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Coordinator, as necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

8. INSURANCE

The following limits of insurance coverage's will be required:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the City with full policy limits applying, but not less than a stated. A certificate evidencing the required insurance and specifically citing the indemnization provision set forth in this Agreement shall be delivered to the City prior to commencement of the work.

- a). Workmen's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement.
- b). Employer's Liability Insurance protecting Contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- c). Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 each person, \$300,000 each occurrence/aggregate; Property Damage \$100,000 each occurrence.

- d). Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies described above, with minimum limits of \$1,000,000 excess of the specified limits.
- e). Builders "All-Risk Insurance" protecting the respective interest of Owner and Contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the project described in this Agreement and all property at the job site or in transit thereto which shall become a part of the project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

9. CONDITIONS PART OF BID

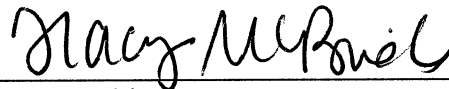
- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. PERMITS

- A. On all construction projects, successful bidder shall obtain the proper permits from the City of Deer Park such as electrical, plumbing and building permits. Permits shall be obtained at **no charge to the contractor**. The contractor shall notify the City of Deer Park for all inspections, which will be made by City inspectors.

11. BID VALIDATION

- A. Bid prices submitted shall be valid for a period of not less than 45 days.



Tracy McBride
Purchasing Coordinator
City of Deer Park
Harris County, Texas

City of Deer Park, Texas

Proposal / Specifications

Tax Exempt Lease Agreement

Scope: It is the intent of this proposal to describe a Four (4) year tax exempt lease agreement for Eighty (80) Four (4) wheel electric golf carts with GPS units, One (1) Beverage Cart, One (1) Driving Range Utility Vehicle and an alternate for two (2) six (6) person multi-passenger vehicle . Vendors are to submit an alternate bid for three (3) year tax exempt lease agreement using same specifications and quantity.

Currently, the Battleground at Deer Park is under a 4-year lease for eighty (80) carts that expire in June, 2012, a separate 4-year lease for the beverage cart and the driving range utility vehicle that expire in June 2012 and another separate 5-year lease for eighty (80) GPS units that expire in June 2013. It is the intent to place all of the equipment on a single lease agreement at this time.

Specifications (General)

1. Delivery

Delivery shall be made at no charge to the City of Deer Park. Delivery shall be made sixty (60) days from date of Council award of contract. If successful vendor cannot deliver within that period, vendor must state exception to delivery request in writing and attach to bid documents.

2. Option

The City shall have the option to purchase or trade in carts at the end of the lease and re-bid for new contract.

3. Maintenance

Maintenance other than general operating maintenance shall be the responsibility of the leaser or cart manufacturer and/or distributor. If a cart is removed from the course by the vendor for maintenance, a loner cart will be provided until the repaired cart is returned.

4. Insurance

Insurance shall be the responsibility of the City of Deer Park, the lessee.

5. Replacement Carts

Upon notification by the City, lessee, and inspection by the leaser any cart that through no fault of the lessee fails to operate properly will be replaced at no charge to the City within ten (10) days of notification.

6. Exception or Deviation from Specifications

Any variation from the general or detailed specifications must be clearly listed on a separate

sheet of paper, attached to the bid and labeled "Exceptions or Deviations from the Specifications" and submitted with bid proposal.

7. Term of Lease

This lease shall be for a four (4) year period beginning on the date of delivery. Alternate Bid: Term of lease three (3) year period.

8. End of Lease

All charges, payments, fees or any monetary amount that indebts the City of Deer Park during the full period of this lease must be calculated in the monthly lease charge for the carts per the executed lease agreement. There shall be no and the City shall not be responsible for any "Balloon Payment" or any other payment over and above the agreed monthly lease amount at the end of the lease agreement.

9. Selection Criteria

The Request for Proposals (RFP) will be evaluated using a point system (100) on the following categories. The highest scoring firms will be short listed and may be asked to interview and present to the Review Committee.

- A. Vendor Qualifications (30)
 - 1. Background of the vendor (10)
 - 2. References and government project examples (10)
 - 3. Availability and dedication to project (10)
- B. Product Qualifications (70)
 - 1. Verifiable relevant product meeting minimal specifications (20)
 - 2. Overall Pricing (30)
 - 3. Warranty (20)

It is understood that the City reserves the right to accept or reject any and/or all responses to this RFP as it shall deem to be in the best interest of the City.

Specifications (Detailed)

"Eighty (80) four (4) wheel electric golf carts"

City Requirement:

Bidder's Alternate to Specifications as outlined must be filled in blank area or vendor must indicate product complies or exceeds specifications.

Vendor to state make and model: _____

Vendor to state body material: _____

Electric System:

Minimum 48-volt D.C.

Each cart to have six (6)
eight (8) volt batteries

Batteries:

All carts shall be equipped with heavy
duty 105 minutes (minimum) batteries
with no-corrosion washers.

Battery Charger:

All carts shall be provided with
a battery charger. Chargers will
be fully automatic line compensating.
17 amp DC max output at 48 volts,
9.5 amp 120 volt AC.
UL listed, CSA certification required.

Motor\Engine:

48 volt D.C. series wound.
Minimum 3.5 hp at 30 minutes

Undercoating:

All body parts and frame that can rust
shall be undercoated to resist corrosion.

Steering:

Steering shall be by means of an automotive type steering wheel. Tillers are not acceptable. Tie rod ends shall be self-lubricating. Steering shall be self-adjusting rack and pinion system.

Speed:

Cart speed shall be governed for a maximum speed between 12-14 MPH.

Brakes:

Mechanical, drum-type, dual rear wheel brakes mechanically adjustable.

Hill Brake:

Automatic hill brake that releases when accelerator is depressed.

Sweater Basket:

Each cart shall have a vinyl coated basket mounted behind the seat.

Beverage Cooler:

Ice chest and basket.

Tire Size:

18 x 8.50 x 8 4-ply rating

Bag Rack:

Upright golf bag storage with quick release strap buckles, 2 bag capacity mounted on rear of cart.

Scuff Plates:

Mounted on both rear fenders.

Seats:

Two (2) passenger one-piece basic bench type seat covered with reinforced vinyl fabric or better.

Suspension:

Front and rear springs with dual hydraulic shocks.

Bag Well Protector:

Heavy duty vinyl bag well protector.

Ball Holder:

Capability of holding four (4) balls

Dash Compartment:

Carts shall have a dash compartment.

Weight:

Total net weight of a cart with batteries is not to exceed 1,050 lbs.

Sun Roof:

Each cart shall be equipped with a sun roof that made of fiberglass or similar material. Sun roof to be held in place by rust proof metal supports that are stressed to eliminate sway and noise.

Cart Number Decals:

All carts shall have two (2) number decals, one on each side of the cart. Numbers to be a minimum of three (3) inches in height and in contrasting color from the cart body. Cart numbers to be specified

by City upon bid award.

Front and Rear Bumpers:

Carts shall be equipped with a front and rear bumper.

Name Card Holder:

All carts shall be equipped with standard size name card holders

Drink Holder:

All carts shall be equipped with four (4) drink holders each.

Sand Bottles:

All carts shall be equipped with two (2) sand bottles.

Wheel Covers:

Vendor shall state type

Color of Carts:

Color to be beige or off-white selected from manufacturer's standard colors and will be selected by the City of Deer Park upon bid award.

Shop Manual & Parts Book:

A minimum of three (3) Shop Manuals and three (3) Parts manuals will be furnished by the successful bidder

Warranty:

Bidder shall provide manufacturer's standard warranty for the life of the lease.

Location of Nearest Service Center:

All bidders shall submit name,
address, telephone and contact
person of nearest service center
from point of delivery.

Delivery Point:

Eighty (80) carts delivered to:
The Battleground at Deer Park
1600 Georgia Ave
Deer Park, TX 77536

Specifications (Detailed) – Optional

"GPS System for golf carts and pro shop"

City Requirement:

Bidder's alternate to Specifications as outlined must be filled in blank area or vendor must indicate product complies or exceeds specifications.

Vendor to state make and model: _____

In-cart display:

At a minimum, in-cart display shall be capable of displaying the following information in real-time during play of round to golfers: hole information, distance to front, center, back of green, minutes ahead/behind pace-of-play.

Optional in-cart display information includes: distance of tee shot, lay-up yardages, distance to hazards, hole playing tips, club yardage calculations, real-time direct messaging with pro shop, real-time ordering capability with food & beverage, advertising, restricted areas, golf course map, welcome screens, detailed green view, scorecard.

Pro Shop display:

At a minimum, pro shop display will include the following information in real-time: location of all carts on golf course, pace-of-play of all carts on golf course, messages to and from carts, path cart has traveled during day, weather alerts.

Optional pro shop display will include the following: ability to lockdown carts, ability to create restricted travel areas, ability to create cart usage reports, ability to send advertising to GPS units in carts, cart battery status indicator, touch-screen operation.

GPS System:

At a minimum, in-cart GPS unit must be at least

4.25" x 3.5" but no larger than 12" x 16". Unit must attach firmly (semi-permanently) to the cart without significant or obvious modification to the cart. Unit must be completely weatherproof. Display must be readable in bright sunlight. Unit must draw only minimal power from cart batteries. Unit must provide hands-free operation.

Warranty:

Bidder shall provide manufacturer's standard warranty for the life of the lease.

Specifications (Detailed) "Beverage Cart"

City Requirement:

Bidder's alternate to Specifications as outlined must be filled in blank area or vendor must indicate product complies or exceeds specifications.

Vendor to state make and model: _____

Vendor to state body material: _____

Engine:

Minimum 11 hp, 4-cycle, OHV, 350 cc

Undercoating:

All body parts and frame that can rust shall be undercoated to resist corrosion. _____

Batteries:

12-volt, 500 cca at 0 F (-18 C),
105 minute reserve. _____

Suspension-Front/Rear:

Front- independent leaf spring with dual hydraulic shocks.

Rear- Multi-leaf spring with dual hydraulic shocks. _____

Brakes:

Four-wheel mechanical drum. _____

Steering:

Self-adjusting rack & pinion. _____

Stabilizer Bar:

Anti-sway. _____

Body:

Armor Flex

Tire Size:

18 x 8.50-8, 4-ply rated,

Seats:

Two (2) passengers

Weight:

Dry Weight (less batteries)
1,134lbs.

Standard Features:

Drains and trash bins in rear of car; rust-free aluminum and stainless steel construction. (meets NSF standards)

Consumable ice bins on both sides of the cart.

10 cubic feet of cold storage with in-wall foam insulation.

Locking latches with common-key doors and bins.

Radio and beverage holders's

3 or 4 bottle caddy

Instrumentation:

Electric fuel gauge/hour meter, low-oil warning light, reverse warning indicator.

Accessories:

Hot Box – stainless steel warming.
Beverage container – keeps beverages cold or hot.
Air pot – coffee. Cash drawer.

Color of Carts:

Color to be selected from manufacturer's standard colors and will be selected by

the City of Deer Park upon bid award.

Shop Manual & Parts Book:

A Shop Manual and Parts Manual will be
furnished by the successful bidder.

Warranty:

Bidder shall provide manufacturer's standard
warranty for the life of the lease.

Specifications (Detailed)

"Driving Range Utility Vehicle"

City Requirement:

Bidder's alternate to Specifications as outlined must be filled in blank area or vendor must indicate product complies or exceeds specifications.

Vendor to state make and model: _____

Vendor to state body material: _____

Engine:

Minimum 11 hp, 4-cycle, OHV, 350 cc

Batteries:

500 cca 105 minute reserve

Range Cage:

Vehicle shall be equipped with a
safety cage including front windshield

Undercoating:

All body parts and frame that can rust
shall be undercoated to resist corrosion.

Steering:

Self-adjusting rack & pinion.

Front Suspension:

Independent leaf spring w/dual hydraulic shocks.

Rear Suspension:

Multi-leaf springs with dual hydraulic shocks.

Brakes:

Self-adjusting rear wheel
mechanical drum

Park Brake:

Foot operated, multi-lock

Convenience:

Beverage / 2-Way Radio Holder, hour meter.

Towing:

Trailer Hitch, Heavy Duty Bumper.

Tire Size:

18 x 8.50-8, 4-ply rated

Special Options:

Driving Range Enclosure Universal Ball Picker

Mount Differential Guard

Dash Compartment:

Carts shall have a dash compartment.

Weight:

Total net weight of a cart (less batteries)
658 lb.

Color of Carts:

Color to be selected from manufacturer's
standard colors and will be selected by the
City of Deer Park upon bid award.

Shop Manual & Parts Book:

A minimum of three (3) Shop Manuals
and three (3) Parts manuals will be
furnished by the successful bidder

Warranty:

Bidder shall provide manufacturer's standard
warranty for the life of the lease.

Location of Nearest Service Center:

All bidders shall submit name, address,
telephone and contact person of nearest service
center from point of delivery.

Delivery Point:

Range Vehicle
To: The Battleground at Deer Park
1600 Georgia Ave
Deer Park, TX 77536

Specifications (Detailed) – Optional

"Multi-Passenger Vehicle (People Mover)"

City Requirement:

Bidder's alternate to Specifications as outlined must be filled in blank area or vendor must indicate product complies or exceeds specifications.

Vendor to state make and model: _____

Vendor to state body material: _____

Electric System:

Minimum 48-volt D.C.

Each cart to have six (6)
eight (8) volt batteries

Battery Charger:

All carts shall be provided with
a battery charger. Chargers will
be fully automatic line compensating.

17 amp DC max output at 48 volts,
9.5 amp 120 volt AC.

UL listed, CSA certification required.

Motor\Engine:

48 volt D.C. series wound.

Minimum 3.5 hp at 30 minutes

Seating:

Two rows of seats facing forward plus one
row facing rear for a total capacity of six
passengers. Rear-facing seat will come
equipped with a safety bar for riders to hold
while seated.

Undercoating:

All body parts and frame that can rust
shall be undercoated to resist corrosion.

Steering:

Self-adjusting rack & pinion.

Front Suspension:

Independent leaf spring w/dual hydraulic shocks.

Rear Suspension:

Multi-leaf springs with dual hydraulic shocks.

Brakes:

Self-adjusting rear wheel
mechanical drum

Park Brake:

Foot operated, multi-lock

Convenience:

Beverage / 2-Way Radio Holder, hour meter.

Tire Size:

18 x 8.50-8, 4-ply rated

Dash Compartment:

Carts shall have a dash compartment.

Weight:

Total net weight of a cart (less batteries)
850 lb.

Color of Carts:

Color to be selected from manufacturer's
standard colors and will be selected by the
City of Deer Park upon bid award.

Shop Manual & Parts Book:

A minimum of three (3) Shop Manuals
and three (3) Parts manuals will be
furnished by the successful bidder

Warranty:

Bidder shall provide manufacturer's standard warranty for the life of the lease.

Location of Nearest Service Center:

All bidders shall submit name, address, telephone and contact person of nearest service center from point of delivery.

Delivery Point:

People Mover
To: The Battleground at Deer Park
1600 Georgia Ave
Deer Park, TX 77536

**LETTER OF INTENT AND
PROPOSAL FORM**

Purchasing Coordinator
City of Deer Park
710 East San Augustine
Deer Park, Texas 77536

I, _____, (Company) have reviewed the proposal specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Proposal Specifications and herein submit the attached proposal.

SIGNED on this the _____ day of _____, 20____.

4 year agreement

Eighty (80) four wheel electric golf cart units price per unit _____

Eighty (80) GPS units price per unit _____

One (1) beverage cart price per unit _____

One (1) Driving Range Utility vehicle price per unit _____

Alternate for two (2) six (6) person multi-passenger vehicle _____

Guaranty buy-back on carts _____

Total price for the agreement: _____

ALTERNATE BID

3 year agreement

Eighty (80) four wheel electric golf cart units price per unit _____

Eighty (80) GPS units price per unit _____

One (1) beverage cart price per unit _____

One (1) Driving Range Utility vehicle price per unit _____

Alternate for two (2) six (6) person multi-passenger vehicle _____

Guaranty buy-back on carts _____

Total price for the agreement: _____

It is understood and agreed that the above described, item, material and / or equipment, shall carry the standard warranty of the manufacturer for the entire length of the contract and be delivered on site in accordance with the attached specifications.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

Business Mailing Address

Authorized Representative's Signature Name

City, State, and Zip Code

Authorized Representative's Printed Name

Telephone

Date